

CITY OF MOBERLY, MISSOURI
AGREEMENT FOR SERVICES TO BE RENDERED
BY
MOBERLY AREA ECONOMIC DEVELOPMENT CORPORATION

THIS AGREEMENT, entered into this ____ day of _____, 2024, by and between the City of Moberly, Missouri hereinafter referred to as “**City**”, acting by and through its Council, hereinafter referred to as “**City Council**”, and the Moberly Area Economic Development Corporation, a corporation formed and existing under the General Not For Profit Corporation Act Of Missouri, hereinafter referred to as the “**MAEDC.**”

RECITALS

1. **MAEDC** is organized for the purpose, among others, of promoting business and industrial expansion, promoting the increase and the availability of employment, and promoting the general economic welfare in Randolph County and Moberly.
2. **City Council** is desirous of retaining and contracting with **MAEDC** and securing its services for the above stated purposes.

AGREEMENT

In consideration of the premises and the covenants and the promises hereinafter set forth, it is mutually agreed by the parties hereto as follows:

1. **MAEDC** will, and does, hereby undertake to carry out the following activities on behalf of the **City** and to render the following primary services:
 - a. The promotion, retention, and expansion of businesses and industries presently operating in Moberly and Randolph County;
 - b. The taking of necessary steps to attract new businesses and industries to Moberly and Randolph County;
 - c. The promotion through advertising and/or other means of natural resources, human resources, and other basic advantages of

Moberly and Randolph County;

- d. Publish monthly reports that shall be shared with the **City Council**.
 - e. The promotion and encouragement of job development and job-training programs in Moberly and Randolph County.
 - f. As part of a business retention plan, **MAEDC** officials shall conduct on an annual basis site visits to Moberly area major employers. **MAEDC** will provide feedback to the **City Council** regarding any planned expansions or downsizing from local employers.
 - g. **MAEDC** shall make available to the **City Council** a yearly financial review or opinionated audit commissioned by **MAEDC**.
 - h. **MAEDC** leadership will meet at least annually with the **City Council** to discuss progress and set mutual goals.
 - i. As of the date of this contract, **MAEDC** generates a Dun and Bradstreet report for the purposes of performing due diligence on prospective companies seeking financial incentives from the **City**. **MAEDC** agrees to continue providing this service to the **City** to aid in its decision making.
 - j. Current **MAEDC** confidentiality agreements allow for confidential project information to be shared with the **City Council**, and or City Manager for the purposes of considering financial incentives. **MAEDC** agrees to maintain this provision in its confidentiality agreements for the life of this contract, unless changes in Missouri or Federal law preclude **MAEDC** from doing so.
2. The term of the Agreement shall be for one year (1) year, beginning July 1,

2024 and terminating June 30, 2025. The **City** and **MAEDC** may mutually agree to extend the terms of this contract for up to two (2) one-year annual terms at their discretion.

3. **MAEDC** agrees to furnish one voting Board of Directors position to the **City** which shall be the City Manager of the City. Or, in the case of a vacancy, the Interim City Manager may fill the Board Position.

4. In consideration of the promises and of the services agreed to be performed by the **MAEDC**, the **City** agrees to pay the **MAEDC** the sum of **ONE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS AND NO CENTS (\$175,000.00)** annually with quarterly payments in the amount of **FORTY-THREE THOUSAND SEVEN HUNDRED FIFTY DOLLARS AND NO CENTS (\$43,750.00)**.

5. **MAEDC** acknowledges that this contract is for a term of twelve (12) months. However, notwithstanding anything contained to the contrary in this contract **MAEDC** agrees that the **City** may terminate this contract at any fiscal year end, such fiscal year end being June 30 upon thirty (30) days prior written notice to **MAEDC** for any one of the following reasons.

- a. **City** has exhausted all funds legally available for payments to become due under this contract.
- b. Funds which have been appropriated are withheld and are not available to the **City**.

6. This agreement may be terminated by either party with just cause, provided that the terminating party shall give written notice to the other party at least three (3) months prior to termination of this agreement.

7. The execution and approval of this agreement by the **City Council** is not

intended to and does not in any manner make the **MAEDC** an agent, agency, or servant of the **City**, it is expressly understood that the **MAEDC** is in all respects an independent contractor, and the only liability of the **City Council** created by the terms of the agreement is the obligation to pay **MAEDC** for services rendered.

8. **MAEDC** shall keep its books and records open for inspection at reasonable times by any persons or entities designated by the **City** to perform audits.

9. This agreement amends and replaces an earlier Service agreement between the **City** and **MAEDC**.

THE PARTIES hereunto have caused this agreement to be duly executed as of the ____ day of _____, 2024.

CITY OF MOBERLY

By: _____
Brandon L. Lucas, Mayor

Michael Bugalski, City Manager

ATTEST:

Shannon Hance, City Clerk

**MOBERLY AREA ECONOMIC
DEVELOPMENT CORPORATION**

By: _____
Kaylee Paffrath, President

ATTEST:

Ray Stewart, Secretary-Treasurer